

BID PACKET

CABIN PERMITS

LAGUNA MADRE AND MOODYS ISLAND



JERRY PATTERSON
Commissioner, General Land Office

For Additional Information Contact:
Amy Nuñez at (361) 825-3030
or e-mail
cabins@glo.texas.gov

TABLE OF CONTENTS

I. General Description	3
A. Locations	
B. Descriptions	
II. Permit Information and Requirements	4-5
A. Permit Term	
B. Minimum Bid	
C. Requirements	
III. Instructions to Bidders	6-7
A. Sites	
B. Diagrams	
C. Bids	
IV. Bid Form	8-9
V. Sample Contract	10-22
A. Sample Exhibit A (vicinity map)	18
B. Sample Exhibit B (aerial view)	19
C. Sample Exhibit C (site plat - cabin footprint)	20
D. Sample Exhibit D (pier and dock requirements)	21
E. Sample Waste Compliance Form	22
VI. Maps to Permit Sites	23-26
A. Site A – Lower Coast Site (Permit #PC1285)	23-24
B. Site B – Upper Coast Site (Permit #PC1489)	25-26
VII. Bid Packet Checklist	27
VIII. Bid Evaluation Worksheet	28
IX. Texas Administrative Code (TAC) Title 31, §155.4 and §155.15	29-32

I. GENERAL DESCRIPTION

A. Locations

1. Site A (Permit #PC1285): This site is in the lower coast, located in the land cut area of Kenedy County, on a side channel that is approximately 0.25 miles north of Green Marker 1 on the east side of the Intracoastal Waterway (ICWW). The permit site is located at the eastern end of the side channel, on the southern shoreline. This side channel serves as the second entrance into “Nine Mile Hole” and is sometimes referred to as “Hap’s Cut.” The site will be marked with stakes. Please refer to pages 23-24 for maps and GPS coordinates. There is no cabin associated with this site. The bid winner will be required to build the cabin and associated structures.
2. Site B (Permit #PC1489): The site is in the upper coast, located on a natural island known as Moodys Island. The cabin is situated between Christmas Bay and West Bay, just west of San Luis Pass. The site will be marked with stakes. Please refer to pages 25-26 for maps and GPS coordinates. The current cabin is in derelict condition and must be removed by the bid winner prior to the new cabin and associated structures being built by the bid winner.

B. Descriptions

1. Site A is located on uplands originally created by the dredging of the ICWW. These islands are still active dredge disposal sites if needed by the US Army Corps of Engineers (COE).
2. The sites are only accessible by boat.
3. Site A: If you are in a motor boat and have good weather, from Bird Island Basin boat ramp (within the Padre Island National Seashore) it takes about an hour to get to the site.
4. Site B: The site is accessible only by boat via Titlum Tatum Bayou. If you are in a motor boat, from the San Luis Pass County Park boat ramp (Brazoria County side of the pass) it takes about five minutes to get to the site in good weather.
5. The islands are composed of upland and salt tolerant vegetation. Average elevation of the sites is approximately two feet above water level.
6. Maps to the sites can be found online at www.glo.texas.gov or refer to pages 23-26.

II. PERMIT INFORMATION AND REQUIREMENTS

A. Permit Term

1. The permit shall be issued for a period of five (5) years. Successful bidders must sign a permit (contract), which is substantially the same form as the "Sample Contract" beginning on page 10 of the bid packet. If all conditions are met, the contract may be renewed at the discretion of the GLO, for successive five (5) year terms in accordance with the fee schedule effective on the date of renewal.
2. The permit term will begin **August 1, 2013**.

B. Minimum Bid

1. The minimum bid for Site A (PC1285) is \$10,000.00. The bid winner will be constructing the cabin and associated structures.
2. The minimum bid for Site B (PC1489) is \$5,000.00. Removal of the derelict structure and all associated debris is also required for the Site B bid winner.
3. In addition, all bidders are required to submit a non-refundable \$50.00 filing fee for each bid submitted.

C. Requirements

1. All persons submitting bids must be 18 years old or over.
2. Proposed structures may not exceed 1,000 square feet for the cabin proper (including multi-levels) and accessory structures (**excluding pier**). All accessory structures, such as generator shed, water storage, porches, walkways, etc. shall be shown on the diagram to be submitted as a part of the proposal, or the bidder must explain why these structures will not be needed if not proposed. **Refer to page 20 for example of diagram.**
3. Proposed piers must comply with the General Land Office (GLO) guidelines for piers and docks (example on page 21) and the US Army Corps of Engineers (COE) General Permit Criteria. COE General Permit Criteria currently includes, but is not limited to, the following guidelines: 4' wide pier with a 6' x 20' terminal structure in vegetated areas and one 2' wide x 8' long associated appurtenance such as a platform, stairway, or fish-cleaning table. It is the responsibility of the successful bidder to obtain the necessary permit(s) from the COE or any other regulatory agency that may also have jurisdiction over the area.
4. **NOTICE: Any structures constructed in accordance with a permit issued pursuant to this bid process is the property of the State of Texas, as provided in the Natural Resources Code (NRC) Sec. 33.131.**
5. Compliance with sewage disposal regulations and GLO/SLB policies is mandatory. The proposed method of sewage disposal must be reflected in the proposal and will be reviewed to verify compliance. No sewage whatsoever may be disposed of in the water or on any state-owned land.

A non-compliant system of disposal shall be grounds for disqualification of a proposal. **Please refer to the sample waste compliance form on page 22.**

6. The successful bidder of Site A **MAY** be required to remove derelict structures from the permit site or related Coastal Public Land as a condition of permit approval. The successful bidder of Site B **WILL** be required to remove the derelict cabin and associated structures from the permit site as a condition of permit approval.
7. Transfer of interest in a permit will **NOT** be considered by the SLB during the initial five (5) year term. The cabin permits awarded in this bid offering are non-transferable without SLB consent.
8. Compliance with all other rules concerning permits will be mandatory, in particular, see Texas Administrative Code (TAC) Title 31, §155.4. Please refer to pages 29-32 for the rules.
9. Proposed amendments to a cabin permit or requests for structure modification will **NOT** be considered by the SLB prior to August 1, 2015.
10. If structure(s) are not built according to the diagram or plat approved by the SLB, the permit may be terminated at the sole discretion of the GLO.
11. If a selected bidder declines a permit, the next highest rated bidder may be awarded the permit or the cabin site may be bid again at a later date.
12. The successful bidders must complete construction of the proposed structure(s) and any required clean up or debris removal within one year of the executed contract date or the permit may be terminated at the sole discretion of the GLO.
13. If a tie for the highest rated bid occurs, the bidders submitting the tied bids will be allowed to resubmit bids within a period to be determined by the Commissioner of the General Land Office.
14. The General Land Office reserves the right to accept or reject any or all bids, as determined to be in the best interests of the State of Texas and the Permanent School Fund.

III. INSTRUCTIONS TO BIDDERS

A. Sites

1. For directions to the sites, please refer to the enclosed maps on pages 23-25. For more information, please check the website at **www.glo.texas.gov** or phone Amy Nuñez at (361) 825-3030.
2. Potential bidders must provide their own transportation to and from the sites. The Texas General Land Office will **NOT** provide any transportation to the sites.

B. Diagrams

1. Diagram of proposed structures must be included (**refer to example on page 20**).
2. Top view drawings and descriptions of all proposed structures are required.
3. Diagram must be on 8.5" x 11" paper.
4. A one-inch margin should be at the top of each sheet for binding purposes.
5. All dimensions for every structure should be written next to each structure (cabin proper, generator shed, storage, etc).
6. Since drawings may be reproduced photographically, color shading may **not** be used. Drawings may show work as dot shading, hatching, cross hatching, or similar graphic symbols.

C. Bids

1. All sections of the enclosed **bid form** must be completed and returned to the Texas General Land Office along with the bid offer (check included). Only a personal check, cashier's check or money order will be accepted.
2. Each bid offer must be accompanied by a separate Fifty Dollar (\$50.00) non-refundable filing fee made payable to the Texas General Land Office. Only a personal check, cashier's check or money order will be accepted.
3. **NO BIDS WILL BE ACCEPTED WITHOUT THE FILING FEE.**
4. **YOU MUST SUBMIT A BID PACKET FOR EACH CABIN SITE YOU ARE BIDDING ON.**
5. The bid packets will be evaluated by GLO staff using a standardized evaluation worksheet containing all required criteria. The selected bids will then be recommended to the SLB for approval.

6. Each bid must be enclosed in a sealed envelope addressed to the Commissioner of the Texas General Land Office, Stephen F. Austin Building, Attention: Ned Polk, PO Box 12873, Austin, Texas 78711-2873. **Please clearly mark “RE: CABIN BID” on the front of the envelope.**
7. If you bid on more than one site, you must rank the sites in case you win more than one bid. You can only have "one permit per person, immediate family, organization, company, or group," as per TAC, Title 31, Part 4, Chapter 155, Subchapter A, Rule §155.4.
8. No oral, telephone or facsimile bids will be considered.
9. Each bidder is responsible for studying the terms and conditions set forth in the enclosed sample contract form, as well as, all special conditions disclosed in this packet.
10. The Texas General Land Office reserves the right to reject any or all bids, as determined to be in the best interests of the State of Texas and the Permanent School Fund.
11. All **requests** for bid packets must be received no later than May 31, 2013.
12. All **completed** bid packets must be received by 5:00 PM on June 14, 2013.
13. All bids will be opened on June 17, 2013.
14. The winning bidder will be notified in writing and by telephone.
15. Each successful bidder must pay a \$325.00 non-refundable contract issuance fee and a \$200.00 refundable security deposit before the contract will be executed. Each successful bidder will also be required to pay an annual fee based on the current 31 TAC §155.15. At the beginning of all successive five-year terms there will be a renewal fee based on 31 TAC §155.15.
16. All unsuccessful bidders will be notified in writing and bid checks will be returned.
17. Each **successful** bidder's check will be immediately deposited.
18. Any checks returned for non-sufficient funds will result in immediate disqualification of that bid, and the next highest rated bidder will be awarded the permit.
19. Any questions concerning the bid packet or bid procedures may be directed to Amy Nuñez by email at cabins@glo.texas.gov or phone at (361) 825-3030.

IV. BID FORM

NOTE: ALL SECTIONS OF THIS BID FORM MUST BE COMPLETELY FILLED OUT. ALL INFORMATION WILL BE EVALUATED TO DETERMINE THE WINNING BIDDER.

To Texas General Land Office:

The undersigned proposes to obtain a cabin permit, as cited in the attached permit specifications, for a term of five (5) years (subject to possible renewal if all conditions are met).

My proposal is for cabin permit # _____ (A "PC1285" or B "PC1489").

My total bid for the cabin permit is _____ Dollars (\$ _____), check included (minimum of \$10,000 for Site A; minimum of \$5,000 for Site B; removal of the associated derelict structure is also required for the Site B bid winner).

I have placed bids for _____ (how many) other permit sites.

If bidding on more than one site, please rank from most desired to least desired. You can only win one permit.

If I am the successful bidder on more than one permit site, this is my _____ (first, second) most desired permit site.

I am bidding on Site A (PC1285) and will build the cabin and associated structures. I may also be required to remove derelict structures if needed. I am willing to remove derelict structures from State Coastal Public Land if needed (circle yes or no).

I am bidding on Site B (PC1489) and if I win I will build the cabin and associated structures. I will also be required to remove the associated derelict structures. I am willing to remove the associated derelict structures (circle yes or no). If you circle 'no,' your bid will be disqualified.

My separate Fifty and 00/100 Dollar (\$50.00) check for the non-refundable filing fee is enclosed.

I UNDERSTAND THAT ALL BIDS TO BE CONSIDERED MUST BE RECEIVED BY 5:00 PM ON June 14, 2013.

If I am the successful bidder, I agree to sign, notarize and return the cabin permit contract within twenty (20) days of receipt. I understand that should I fail to do so, I shall forfeit 10% of my bid, not as a penalty, but as liquidated damages for breaching this agreement.

BIDDER INFORMATION:

Print Name:		Signature:	
Address:		Date:	
		Email Address:	
Home Phone #:		Cell #:	
Work Phone #:		Social Security #:	

PARTNER INFORMATION:

Print Name:		Signature:	
Address:		Date:	
		Email Address:	
Home Phone #:		Cell #:	
Work Phone #:			

Print Name:		Signature:	
Address:		Date:	
		Email Address:	
Home Phone #:		Cell #:	
Work Phone #:			

Print Name:		Signature:	
Address:		Date:	
		Email Address:	
Home Phone #:		Cell #:	
Work Phone #:			

Print Name:		Signature:	
Address:		Date:	
		Email Address:	
Home Phone #:		Cell #:	
Work Phone #:			

If you have more partners, please make copies of this page or add them to the back of this sheet.

V. SAMPLE CONTRACT

ATTACHED IS AN EXAMPLE DRAFT CONTRACT APPROVED BY THE SCHOOL LAND BOARD AND THE TEXAS GENERAL LAND OFFICE. MATERIAL CHANGES TO THIS CONTRACT BY BIDDERS MAY SUBJECT THE BID TO DISQUALIFICATION.

FOR YOUR REFERENCE ONLY – PLEASE DO NOT FILL OUT ANY PORTION OF THIS SAMPLE CONTRACT.

YOU DO NOT HAVE TO RETURN ANY OF THE FOLLOWING PAGES.

The State of Texas



Austin, Texas

CABIN STRUCTURE PERMIT PC 9999_____

SAMPLE

CABIN STRUCTURE PERMIT NO. PC ____
CONTROL PAGE

Cabin Structure Permit No. PC ____ consists of this Control Page, the Signature Page, the General Terms, and all referenced exhibits which are all incorporated into one contract setting forth the terms and conditions of this Permit.

DO NOT DETACH ANY PORTION OF THIS DOCUMENT

Item No. 1:

_____ whose address is _____ Street, _____, TX ____-____, phone number (____) ____-____

Item No. 2:

Structure # PC ____ located on State Tract # ____, Laguna Madre, Kleberg County, Texas, as further described and depicted on Exhibits A, B, and C attached hereto and incorporated herein by reference.

Item No. 3:

Term of five (5) years, beginning March 1, 2007, and terminating on February 28, 2012

Item No. 4:

Total Consideration of _____ Dollars (\$ _____.____) for use of the Premises. Consideration is payable in five (5) annual installments of _____ (\$ _____.____)

Item No. 5:

PC ____

Item No. 6:

1. The Permit Holder shall complete the rebuilding of the cabin and its associated structures no later than one year following the contract execution date or the permit may be terminated at the sole discretion of the GLO.
2. If any structure authorized herein, the size, configuration or location of which is otherwise governed by a specific General Land Office (GLO)/School Land Board guideline or rule, or if the structures authorized herein, considered as a whole, are destroyed or damaged in excess of 50% of the existing square footage during the term of this instrument, reconstruction of the structure, or structures as a whole, shall be limited to the size, configuration, and location allowed by General Land Office (GLO)/School Land Board guidelines or rules in effect at the time of the damage or destruction. Written approval must be obtained from the GLO before the structure can be rebuilt (if destroyed completely) or repaired (if 50% or more of the structure is damaged). **FAILURE TO OBTAIN WRITTEN PERMISSION FROM THE GLO PRIOR TO REBUILDING OR REPAIR SUBJECTS THIS INSTRUMENT TO TERMINATION.**
3. No sewage whatsoever may be disposed of in the water or on any state-owned land.
4. Construction of any piers or docks associated with this permit shall be in accordance with Exhibit D, which is attached hereto and incorporated herein, unless otherwise provided in Exhibit C.
5. Permit holder acknowledges that burning trash and debris at the cabin site is strictly prohibited by the cabin contract (Article V. 5.01H) and anyone caught violating this section of the contract will face possible termination of their permit.

SIGNATURE PAGE FOR CABIN STRUCTURE PERMIT NO. PC_____

GRANTOR:
THE STATE OF TEXAS

By: _____

JERRY PATTERSON
Commissioner, General Land Office
Chairman, School Land Board

Date: _____

APPROVED:

Contents: _____

Legal: _____

Deputy: _____

Executive: _____

PERMIT HOLDER:

By: _____

(Signature)

Date: _____

(Printed Name)

SAMPLE

CABIN STRUCTURE PERMIT GENERAL TERMS

This Structure (Cabin) Permit is issued by virtue of the authority granted in Chapter 33 Section 33.119, et seq., TEX. NAT. RES. CODE ANN. (Vernon), Title 31, TEX. ADMIN. CODE, Chapter 155 (West), and all other applicable statutes and rules, as the same may be promulgated and/or amended from time to time.

ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, the STATE OF TEXAS, on behalf of the Permanent School Fund acting by and through the School Land Board and its Chairman, Jerry Patterson, Commissioner of the General Land Office (the "State"), hereby authorizes the person or entity identified at **CONTROL PAGE, ITEM 1** ("Permit Holder") to use a State-owned structure, the "Premises" (defined below), for the purposes identified in Article V below.

ARTICLE II. PREMISES

2.01. A. All structures authorized to be used under the terms and conditions of this Permit are the property of the State, and any alteration, demolition, relocation, or use of said structure(s) in violation of any provision of this Permit is expressly prohibited. The "Premises" that Permit Holder may use is described **on CONTROL PAGE, ITEM 2**.

B. The State and Permit Holder acknowledge and agree that Permit Holder's right to use the Premises is exclusive as to the structure(s) located or to be located thereon, and non-exclusive as to the remainder.

2.02. **PERMIT HOLDER HAS INSPECTED THE PHYSICAL CONDITION OF THE PREMISES AND ACCEPTS THE SAME "AS IS", IN ITS EXISTING PHYSICAL CONDITION. THE STATE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. PERMIT HOLDER IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF THE STATE REGARDING ANY ASPECT OF THE PREMISES, BUT IS RELYING ON PERMIT HOLDER'S OWN INSPECTION OF THE PREMISES.**

ARTICLE III. TERM

3.01. This Permit is for a period **shown on CONTROL PAGE, ITEM NO. 3**, unless otherwise terminated or amended by the State.

ARTICLE IV. CONSIDERATION AND TAXES

4.01. A. As consideration ("Consideration") for the right to use the Premises, Permit Holder agrees to pay the State the sum **shown on CONTROL PAGE, ITEM NO. 4**. The first annual installment is due and payable upon the execution hereof and subsequent annual installments are due and payable on or before each anniversary of the effective date hereof.

B. The Consideration is based on the current School Land Board structure permit rate multiplied by the number of square feet of permitted structure(s). Any change in the square footage of the structure(s) will result in a redetermination of the Consideration which will be made according to the School Land Board structure permit rate in effect at the time of the change. In addition, if any change is made without first obtaining the required consent of the School Land Board, Permit Holder may be subject to statutory penalties of up to \$1,000.00 per day of unauthorized use.

C. The first annual installment of Consideration for this Permit shall be submitted with the signed contract to the General Land Office. Payments are to be made payable to the General Land Office and shall be mailed to:

General Land Office
Asset Inspection
Coastal Leasing Division - Attn: Cabin Program

D. A damage deposit in the amount provided in 31 TAC § 155.15(b)(2)(E) is required as security for the full and faithful performance of the terms and conditions of this Permit. The State may use this damage deposit to cure any default of Permit Holder under the terms and conditions of the Permit. If the State must use any or all of this deposit, Permit Holder will be notified in writing of the amount and nature of the expenditure. Within 60 days after receipt of such notice, Permit Holder must reimburse the State for the amount spent in order to replenish the damage deposit. The full deposit is refundable upon full and faithful performance of the terms and conditions of this Permit and shall be returned to the Permit Holder no later than 120 days following an agreed-upon termination of the Permit.

E. If Permit Holder fails to make a payment of Consideration or any other sum due hereunder on or before the due date, the State may assess a penalty of twenty-five percent (25%) of the total amount past due and may, at the State's option, require that all payments of Consideration are due and payable immediately.

ARTICLE V. USE OF THE PREMISES

5.01. A. The Premises are to be used for noncommercial, recreational purposes only. Any commercial use of the Premises, including acceptance of payment from a third party for use of the Premises, or for services connected with use of the Premises, and any use of the Premises for an illegal purpose is prohibited. Permit Holder shall not use the Premises for any other purpose without prior written consent from the State, which consent may be granted or withheld in the State's sole discretion.

B. The issuance of this Permit by the State grants exclusive rights to Permit Holder for the Premises only and does not prevent the State from issuing other grants of interest for the same area or from implementing, at its discretion, specific land management practices not inconsistent with the use permitted herein. The Premises and land underneath the Premises are subject to sale, lease, or trade by the State during the life of this Permit, and in such event, the Permit shall automatically terminate as to the portion sold, leased, or traded. Permit Holder shall not restrict or interfere with public use of other state lands in the vicinity of the Premises.

C. Permit Holder shall comply, and cause its officers, employees, agents, representatives, contractors and invitees to comply, with applicable laws, ordinances, rules and regulations of all governing authorities with jurisdiction over the Premises.

D. Permit Holder agrees to maintain the Premises in good repair and safe condition at Permit Holder's cost, risk, and expense. The Premises are to be maintained in a clean and sanitary condition acceptable to the State. Upon written notice from the State, Permit Holder shall correct any structural, sanitary, or aesthetic problem noted within the time period specified.

E. Except as otherwise specifically provided herein, the State and Permit Holder agree that the location, shape, and dimensions of the Premises shall remain fixed as of the effective date hereof, and no construction, modification, renovation, or alteration that alters the square footage of any of the permitted structures on the Premises, nor any dredging and/or filling activity at this site, may be performed without the prior written approval of the State. Nothing in this provision creates any obligation for the State to perform any repair, alteration, or other work at the Premises whatsoever.

F. If the Premises are destroyed by any means during the term of the Permit, Permit Holder shall provide written notice and photographs to the State within ten (10) calendar days of the damage, including a description of the damage. The Permit Holder may undertake minor repairs and site cleanup without approval from the State, but no major repairs or rebuilding shall be initiated until a written request is submitted by the Permit Holder and approval has been granted by the State.

G. The State may require a Permit Holder to relocate the Premises if the State determines relocation to be in the State's best interest. The Permit Holder shall be provided written notice stating that relocation of the Premises is required,

and explaining the reasons for the relocation. Permit Holder's failure to comply with the terms of a relocation notice may be considered grounds for termination of this Permit.

H. Permit Holder shall keep the Premises and immediate area surrounding the premises clear of trash (garbage, refuse and debris). All such trash shall be removed from state lands and properly disposed of in containers on private lands at a place and in a manner satisfactory to the State and in compliance with any applicable governmental regulations. If trash is presently located anywhere on or around the Premises, it shall be disposed of at a suitable offsite location within forty-five (45) days of issuance of the Permit or any amendment thereto. If the removal is pursuant to written notice from the General Land Office, Permit Holder shall immediately upon completion of the removal, provide the field office with photographs and a written statement documenting the removal of the trash. Permit Holder shall not burn trash as a method of disposal. Disposal of trash on state-owned land is strictly prohibited and may subject the Permit Holder to penalties or to termination of the Permit at the discretion of the State.

I. Sewage shall be disposed of in a manner acceptable to the appropriate regulatory agency or agencies and in accordance with the School Land Board's waste disposal policy, provided, however, that no sewage whatsoever may be disposed of in the water or on the Premises or any other State land.

J. No domesticated or wild animals of any type shall be permanently released upon state-owned islands. Domestic pets shall be prevented from disturbing any nesting birds on these islands.

K. Permit Holder shall use the highest degree of care and all appropriate safeguards to prevent pollution of air, ground and water in and around the Premises, and to protect and preserve natural resources and wildlife habitat. In the event of pollution of or damage to natural resources in or around the Premises which is the result of an act or omission of Permit Holder, its officers, employees, agents, representatives, contractors, and/or invitees, Permit Holder shall immediately notify the State and undertake all required and appropriate action to remedy the same. Permit Holder shall be liable for all damages and/or mitigation to the Premises and public lands and waters as a result of such act or omission.

L. **PERMIT HOLDER IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. (VERNON). IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS PERMIT, PERMIT HOLDER WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY THE STATE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.**

M. Upon termination of this Permit, Permit Holder may remove its personal property only if all payments due to the State hereunder have been made. Permit Holder shall remove all personal property allowed to be removed from the Premises within 90 days from the date of termination. The State may also require Permit Holder to remove all or portions of the Premises. Any personal property remaining at the Premises beyond 90 days may become the property of the State and may be disposed of at the discretion of the State.

N. The structure permit number issued by the State **CONTROL PAGE, ITEM NO. 5** must be displayed on the cabin in block numerals no fewer than ten inches high. The numerals must be readily visible from the normal route of access and should be of a color that contrasts with the color of the Premises. Decals, paint or metal numerals may be used.

O. The no trespassing sign provided by the State must be displayed on the cabin, so that it is readily visible from the normal route of access.

5.02. The Premises are subject to inspection at any time by authorized agents of the State without prior notice to Permit Holder.

5.03. A. Permit Holder's use of the Premises is subject to compliance with the covenants, obligations and conditions (the "Special Conditions") set forth on **CONTROL PAGE, ITEM NO 6.**

B. Prior to undertaking construction or installation of improvements on the Premises, Permit Holder shall provide written notice of the terms of this Permit, including the Special Conditions, to each person or entity authorized by Permit Holder to perform any such activity on its behalf. Permit Holder shall retain a copy of each such written notice provided to its agents, representatives, employees, and/or contractors under this provision and, if a dispute arises concerning construction or installation of the improvements, Permit Holder shall provide the State with a copy of all applicable notices within ten (10) days of the State's written request. Permit Holder's failure to maintain and provide each required written notice shall constitute a default under this Permit.

5.04. If Permit Holder fails to maintain the Premises in good condition and repair, such failure shall constitute a default under this Permit and the State may, at its option, terminate this Permit upon written notice to Permit Holder and/or pursue a remedy under Section 51.3021, TEX. NAT. RES. CODE ANN. (Vernon). If Permit Holder constructs improvements at the Premises other than those authorized in Article V, such improvements shall constitute illegal structures and the State may, at its option, terminate this Permit and/or pursue a remedy under Section 51.302, et seq., TEX. NAT. RES. CODE ANN. (Vernon).

ARTICLE VI. ASSIGNMENTS and SUBLEASES

6.01. Permit Holder shall not assign this Permit or the rights granted herein, or sublease any portion of the Premises, in whole or part, to any third party for any purpose without the prior written consent of the State, which may be granted or withheld at the State's sole discretion. Any unauthorized assignment or sublease shall be void and of no effect and such assignment or sublease shall not relieve Permit Holder of liability under this Permit.

ARTICLE VII. INDEMNITY

7.01. **Permit Holder agrees to indemnify and hold the STATE, its successors, assigns, officers, agents, representatives, contractors and employees (the "Indemnified Parties") harmless from and against all claims, proceedings, actions, damages, judgments, liabilities, awards and expenses whatsoever, including strict liability claims, ("Claims") without limit and without regard to the cause or causes thereof or the negligence of the Indemnified Parties, that may be brought, instituted or awarded on account of or growing out of any and all injuries or damages, including death, to persons or property relating to or resulting from, directly or indirectly: (i) any occurrence in, upon, at or from the Premises or any part thereof, or (ii) the use or occupancy of the Premises or any part thereof, together with any and all losses thereto, including, without limitation, all costs of defending against, investigating and settling the Claims. It is the expressed intention of the parties hereto that the indemnity provided for in this Section 7.01 is an indemnity by Permit Holder to indemnify and protect the Indemnified Parties from the consequences of the Indemnified Parties' own negligence where that negligence is a concurring cause of the Claim. This indemnity shall have no application to any Claim where the Claim results from the sole negligence of the STATE. Permit Holder's obligation of indemnity set forth herein shall survive expiration OR EARLIER TERMINATION OF THIS PERMIT.**

ARTICLE VIII. DEFAULT, TERMINATION and EXPIRATION

8.01. Permit Holder's failure to pay Consideration timely, and any other failure of Permit Holder to abide by its obligations and restrictions under this Permit, shall constitute a default by Permit Holder under this Permit. If Permit Holder fails or refuses to remedy a default under this Permit within thirty (30) days of the State's written notice specifying such default, the State may terminate this Permit by sending written notice of termination to Permit Holder in accordance with Article IX. Upon the effective date of such notice, this Permit shall terminate and neither party shall have any further rights or obligations except for those accruing prior to the effective date of termination and/or those which specifically survive termination of this Permit.

8.02. Unless waived in writing by the State prior to termination of this Permit, Permit Holder shall, within ninety (90) days from the termination date, remove all personal property from the Premises. Permit Holder's activities shall be conducted in accordance with the State's guidelines in effect at the time of such activity, including, without limitation,

specific techniques required for protection of natural resources and mitigation, or payment in lieu of mitigation, for damages resulting from removal activity. Upon such termination, Permit Holder shall notify the State in writing within ten (10) days following completion of Permit Holder's removal and restoration activity. Permit Holder's obligations to perform or undertake any specific activity under this Permit, including the foregoing removal provision, shall survive termination of this Permit.

ARTICLE IX. NOTICE AND INFORMATION REQUIREMENTS

9.01. A. Any notice given under the terms of this Permit shall be in writing and either delivered by hand, by facsimile or sent by United States first class mail, adequate postage prepaid, if for the State to Deputy Commissioner for Asset Inspection, General Land Office, 1700 North Congress Avenue, Austin, Texas 78701-1495, and if for Permit Holder, **on CONTROL PAGE, ITEM NO. 1**. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Premises may not be used by Permit Holder as the notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

9.02. Permit Holder shall provide written notice to the State of any change in Permit Holder's address within ten (10) business days of such change.

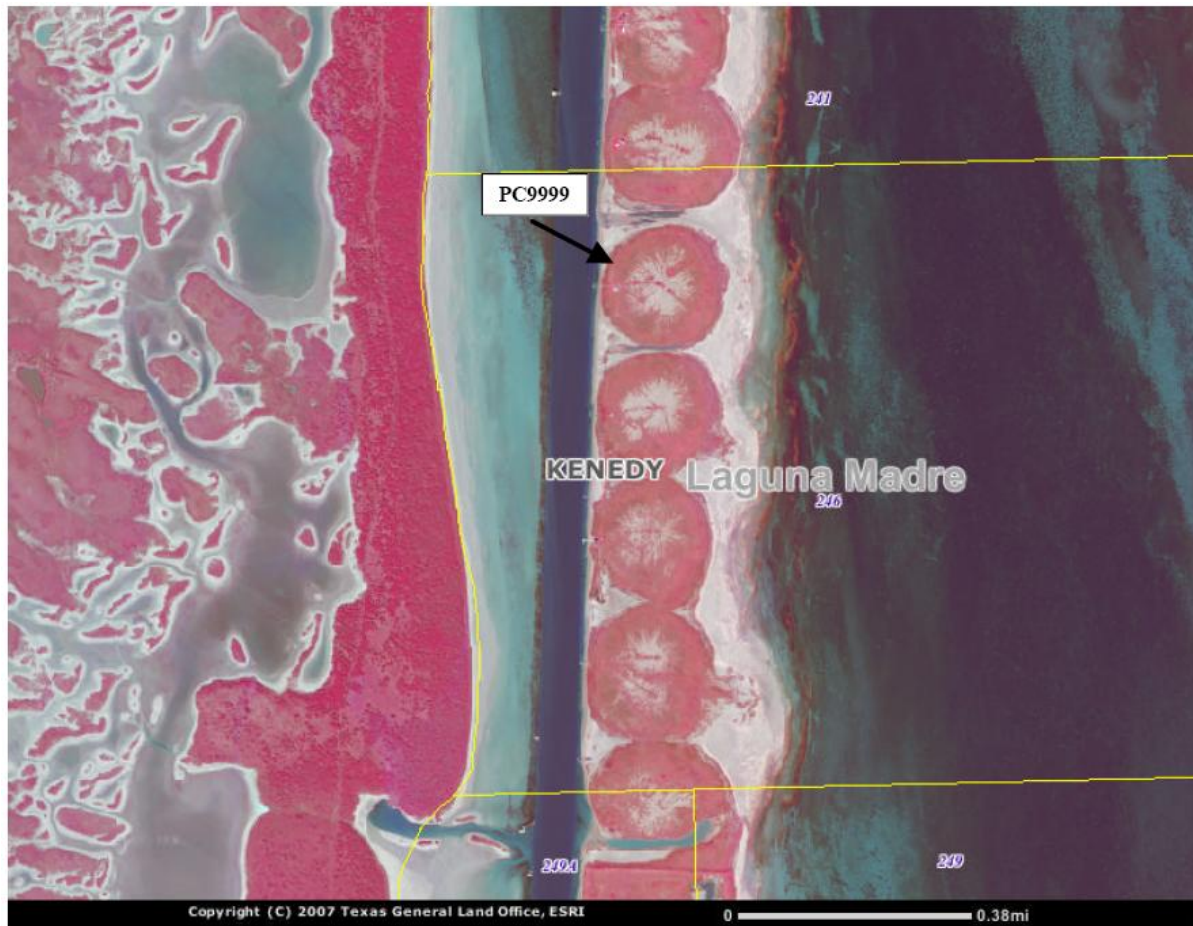
9.03. Permit Holder shall provide the State with information reasonably requested in writing by the State within thirty (30) days of such request.

ARTICLE X. MISCELLANEOUS PROVISIONS

10.01. Neither acceptance of Consideration or any other sum payable under this Permit (or any portion thereof) by the State, nor failure by the State to complain of any act or omission of Permit Holder, shall constitute a waiver by the State of its rights under this Permit. Waiver by the State of any covenant, duty or obligation of Permit Holder under this Permit shall be in writing and signed by a duly authorized representative of the State. Waiver by the State shall be limited to the act or omission specified in writing and shall not constitute a waiver of any other covenant, duty or obligation of Permit Holder under this Permit, whether of the same or different subject matter.

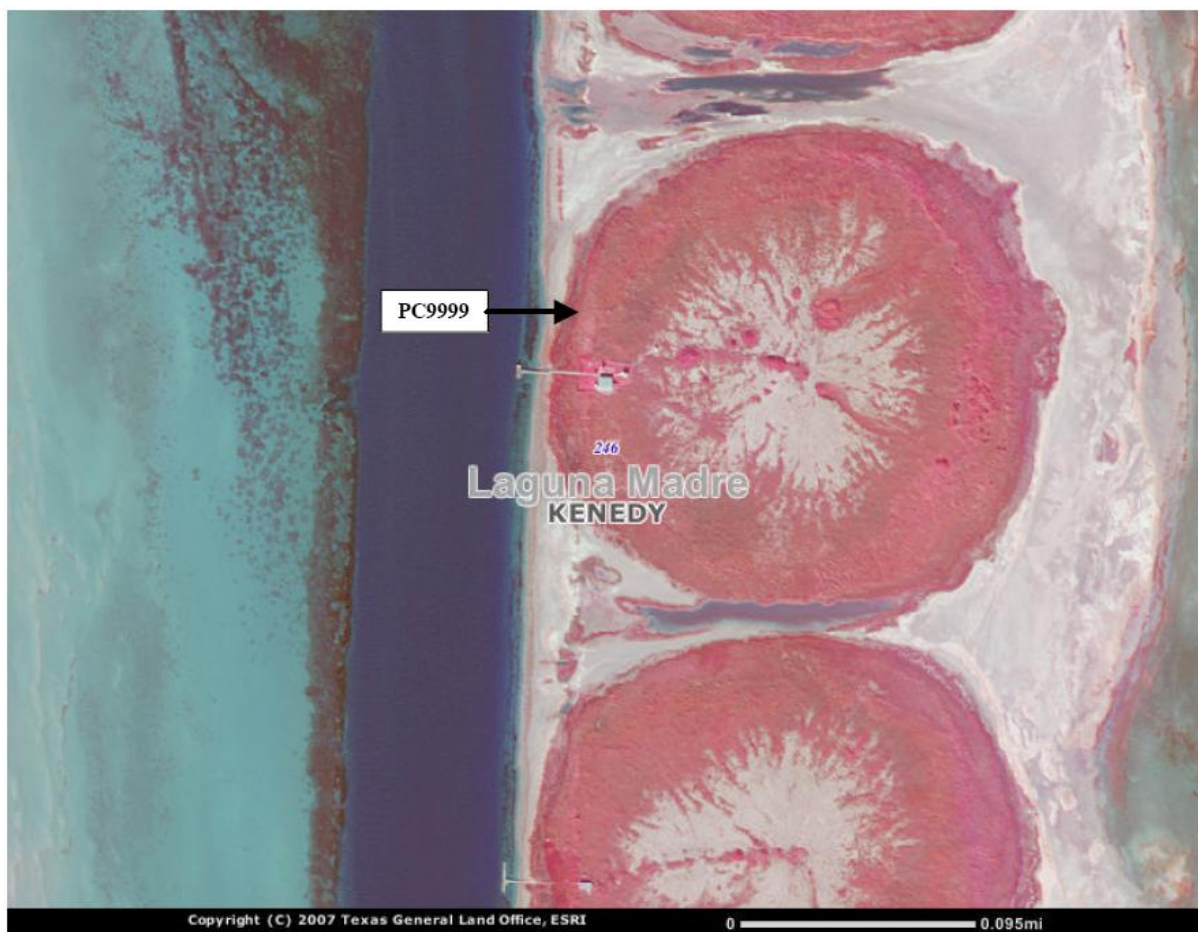
10.02. All monetary obligations of the State and Permit Holder (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

10.03. This Permit, including exhibits, constitutes the entire agreement between the State and Permit Holder and no prior written or oral or contemporaneous oral promises, warranties or representations shall be binding. This Permit may not be amended except by written instrument signed by the State and Permit Holder.



SAMPLE

Title: Doe, John / PC9999	Date of Inspection: February 1, 2007
Company: General Land Office	Creator: Amy Nunez
Scale: 1 in. ~ 9,400 ft.	Exhibit A

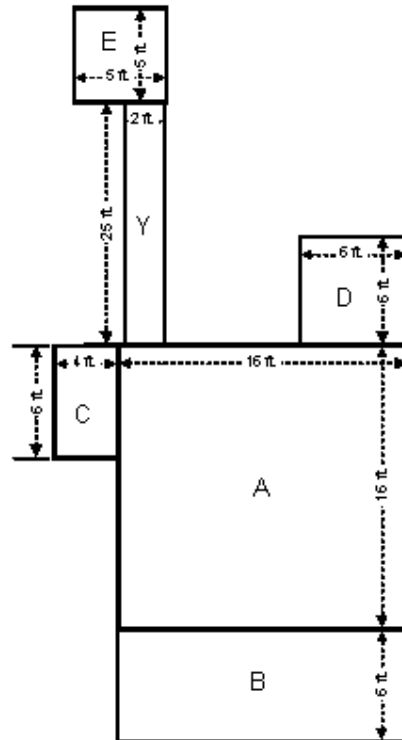


SAMPLE

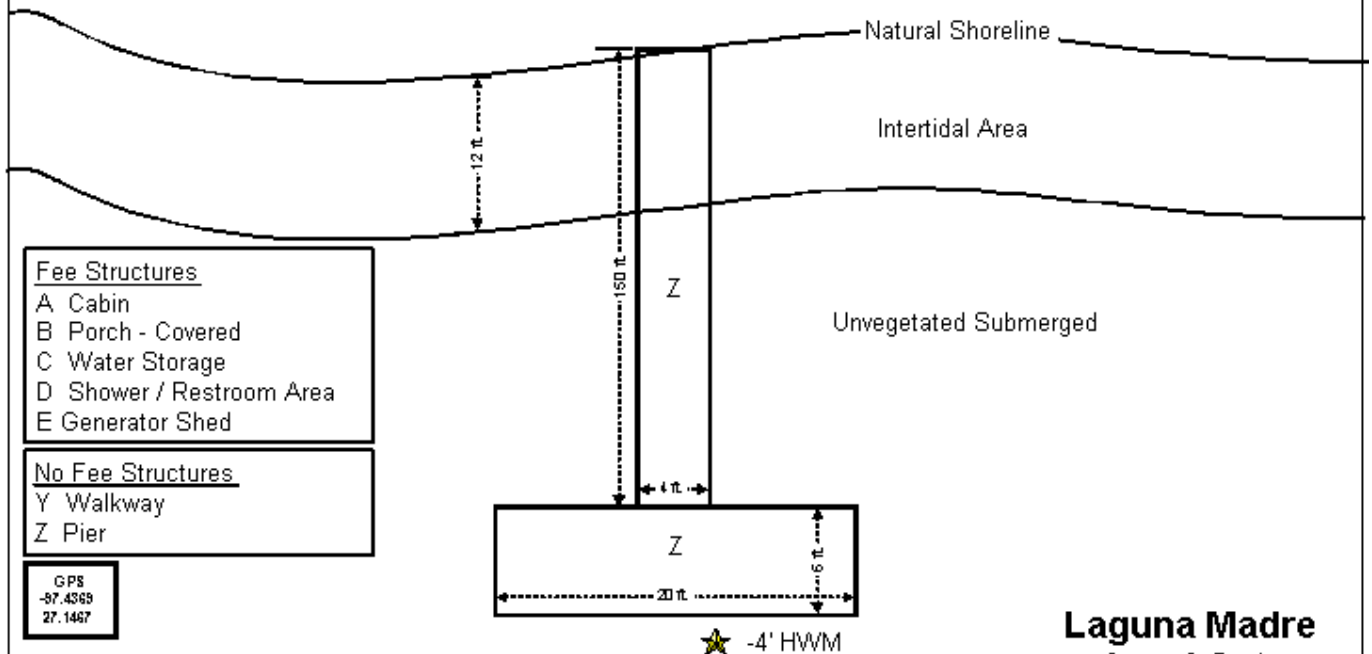
Title: Doe, John / PC9999	Date of Inspection: February 1, 2007
Company: General Land Office	Creator: Amy Nunez
Scale: 1 in. ~ 300 ft.	Exhibit B



Uplands (+2' ft. HWM)



SAMPLE



Laguna Madre Land Cut

Water Visibility = 2 ft.
Water level = Normal

Fee Structures

- A Cabin
- B Porch - Covered
- C Water Storage
- D Shower / Restroom Area
- E Generator Shed

No Fee Structures

- Y Walkway
- Z Pier

GPS
-87.4369
27.1467

A state-owned cabin and associated structures that encumber 1,207 square feet (437 square feet of fee structures and 770 square feet of no fee structures) on coastal public land.

TITLE: John Doe / PC9999

DATE OF INSPECTION: February 1, 2007

COMPANY: Texas General Land Office

CREATOR: ANunez

DRAWING SCALE: 1 in : 10 ft

EXHIBIT C

EXHIBIT D

Piers and Docks Associated with State-Owned Cabins

Piers and docks associated with state-owned cabins shall at all times comply with the then current rules and guidelines of the School Land Board and no pier or dock associated with the cabin may be constructed or modified without the prior written consent of the School Land Board.

Current guidelines require the following:

1. Piers and docks shall be limited to the minimum size necessary to serve the project and shall be constructed in a manner that does not interfere with navigation or other authorized uses.
2. Piers and docks shall be designed and constructed in a manner that avoids existing marshes, oyster reefs, seagrass, or shallow water capable of supporting these habitats to the greatest extent possible. Impacts to sensitive habitats that cannot be avoided will be minimized to the greatest extent possible.
3. Only one pier or dock, with normal appurtenances, may extend from each cabin.
4. Piers shall be pile supported, no more than four feet wide, and may have terminal structures no more than eight feet in width and twenty feet in length over vegetated areas or no more than ten feet in width and thirty feet in length over non-vegetated areas.
5. In vegetated areas, only one three foot by eight foot appurtenance over the water, such as a fish-cleaning table, is allowed. The dimensions of any appurtenance over water shall be included in the permitted footprint for piers. No multiple access walkways or boat slips shall be allowed in vegetated areas.

SAMPLE

EXHIBIT D

PC _____

PERMIT NO. PC_____

Cabin Structure Permits issued by the School Land Board (the State) require that the Permit Holder shall comply with all applicable laws, ordinances, rules and regulations of all governing authorities with jurisdiction over the Premises, that the Permit Holder agrees to maintain the Premises in good repair and safe condition at Permit Holder's cost, risk, and expense, and that the Premises are to be maintained in a clean and sanitary condition acceptable to the State. The State has adopted Waste Disposal Guidelines and Requirements to ensure that the provisions of the Permit are met and to advise the Permit Holder regarding what is acceptable to the State in terms of the sanitary condition of the Premises. No permits will be approved or renewed for cabins that do not demonstrate the presence of a compliant waste system;

Certification of Compliance

As Potential Permit Holder of the above-referenced Permit, I hereby acknowledge that I have read and understand the State's guidelines and requirements for waste disposal, as follows:

- Systems must be entirely self-contained and portable (can be removed from State land at anytime);
- Under no circumstances may any human waste be disposed of in the water or on state land;
- All non-compliant systems must be fully disabled. Photo documentation must be submitted and a field inspection will occur.

I further certify that the waste disposal system for the Premises described in the above-referenced Permit is in compliance with the guidelines and requirements stated above, and I acknowledge and agree that any violation of these guidelines will constitute an event of default and subject the Permit to termination in accordance with Article VII of the Permit.

So Certified on this _____ day of _____, 2007.

By:

Potential Permit Holder

ACKNOWLEDGEMENT

STATE OF TEXAS

§ § §

COUNTY OF _____

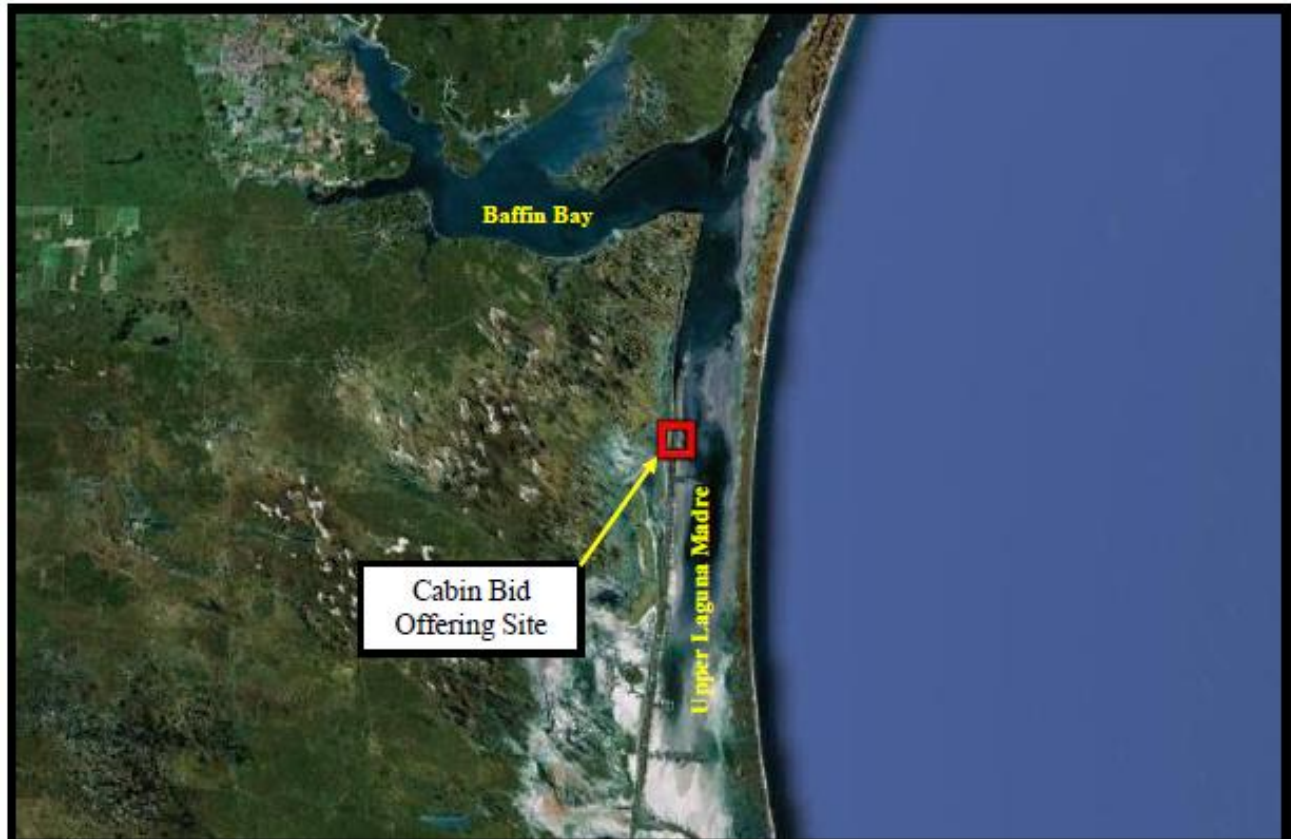
SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned notary public, on this the ____day of _____, 2007.

Notary Public, State of Texas

My commission expires: _____

VI. MAPS TO THE SITES

Directions to Site A (PC1285) - Lower Coast Site



- Permit Site A is located in the land cut area of Kenedy County, on a side channel that is approximately 0.25 miles north of Green Marker 1, on the east side of the Intracoastal Waterway (ICWW). The site is located at the eastern end of the side channel, on the southern shoreline. This side channel serves as the second entrance into “Nine Mile Hole” and is sometimes referred to as “Hap’s Cut.”
- The permit site is located on uplands originally created by the dredging of the ICWW. This area is still an active dredge disposal site if needed by the US Army Corps of Engineers (COE).
- The site is only accessible by boat. If you are in a motor boat and have good weather, from Bird Island Basin boat ramp (within the Padre Island National Seashore) it takes about an hour to get to the site.

Location of Site A (PC1285) - Lower Coast Site



**Site will be marked with signage.*

Directions to Site B (PC1489) - Upper Coast Site



- Permit Site B is located on a natural island known as Moodys Island. The cabin is situated between Christmas Bay and West Bay, just west of San Luis Pass.
- Removal of the derelict cabin and all associated structures at the site is required by the bid winner.
- The site is accessible only by boat via Titlum Tatum Bayou. If you are in a motor boat, from the San Luis Pass County Park boat ramp (Brazoria County side of the pass) it takes about five minutes to get to the site in good weather.

Location of Site B (PC1489) - Upper Coast Site



**Site will be marked with signage.*

**Bid winner will be required to remove existing derelict structure and all associated debris on site .*

VII. BID PACKET CHECKLIST

All of the following items must be included in the bid packet. Incomplete applications will not be evaluated.

- Completed Bid Form
- Diagram of Proposed Structures
- Bid Check (for Site A: minimum bid is \$10,000.00 and for Site B: minimum bid is \$5,000.00 and removal of the associated derelict structures is also required for the Site B bid winner.)
- Separate Fifty and 00/100 Dollars (\$50.00) check, non-refundable for each bid submitted

VIII. EVALUATION WORKSHEET

Offers shall be evaluated by the team using the following considerations:		
PROPOSAL #:		
PROPOSAL TITLE: 2013 Cabin Bid Offering		
BIDDER:		
GLO EVALUATOR NAME:		
EVALUATION CATEGORY	WEIGHT OF CATEGORY	EVALUATOR SCORE FOR CATEGORY
Project Plan:	40% TOTAL	
Compliance of proposed cabin design with existing GLO guidelines		
<ul style="list-style-type: none"> • Layout of cabin and associated structures (over 1,000 sq. ft. - disqualified) <ul style="list-style-type: none"> <input type="checkbox"/> Within 1,000 sq. ft. maximum size (excluding pier) and explains/includes necessary associated structures, including, but not limited to: generator shed, water storage, porches, and walkways (19 points) <input type="checkbox"/> Within 1,000 sq. ft. maximum size, but does not include/explain associated structures (12 points) <input type="checkbox"/> Not within 1,000 sq. ft. maximum size (DISQUALIFIED) • Pier proposal <ul style="list-style-type: none"> <input type="checkbox"/> Within COE General Permit Criteria and GLO guidelines for Piers and Docks associated with State Owned Cabins (16 points) <input type="checkbox"/> Within GLO guidelines for Piers and Docks associated with State Owned Cabins only (8 points) <input type="checkbox"/> Outside of Guidelines (DISQUALIFIED) • Texas Residency <ul style="list-style-type: none"> <input type="checkbox"/> Yes (5 points) <input type="checkbox"/> No (0 points) 	19	
	16	
	5	
Bonus Payment (Minimum Bonus Payment = \$10,000.00):	35% TOTAL	
<ul style="list-style-type: none"> • Was this the highest proposed bonus payment? <ul style="list-style-type: none"> <input type="checkbox"/> Highest (35 points) <input type="checkbox"/> 2nd highest (17.5 points) <input type="checkbox"/> 3rd highest (8 points) <input type="checkbox"/> 4th highest (4 points) <input type="checkbox"/> 5th or more highest (0 points) 	35	
Past History and Willingness to Work With GLO:	25% TOTAL	
<ul style="list-style-type: none"> • Does the applicant or anyone involved with the proposal have any previous (fully resolved) GLO violations of any kind? <ul style="list-style-type: none"> <input type="checkbox"/> None (10 points) <input type="checkbox"/> One (5 points) <input type="checkbox"/> Two or more (0 points) • Does the applicant currently have any unauthorized structures on State Coastal Public Land? (will have to resolve if successful bidder) <ul style="list-style-type: none"> <input type="checkbox"/> No (7.5 points) <input type="checkbox"/> Yes (0 points) • Is the applicant willing to remove derelict structures from State Coastal Public Land in association with acquiring this permit? <ul style="list-style-type: none"> <input type="checkbox"/> Yes (7.5 points) <input type="checkbox"/> No (DISQUALIFIED) 	10	
	7.5	
	7.5	
TOTAL SCORE	___ OUT OF 100 POINTS	

Texas Administrative Code

TITLE 31
PART 4
CHAPTER 155
SUBCHAPTER A
RULE §155.4

NATURAL RESOURCES AND CONSERVATION
SCHOOL LAND BOARD
LAND RESOURCES
COASTAL PUBLIC LANDS
Permits

-
- (a) Issuance. The board may issue permits authorizing limited continued use of previously unauthorized structures, as defined in subsection (b) of this section, on coastal public lands, where such use is sought by one claiming an interest in any such structure but is not incident to the ownership of littoral property. This section is not intended to limit the authority granted to the commissioner or the board in the management of the surface estate in coastal public lands, or to be the exclusive means by which the commissioner or board may grant permission for the use of coastal public lands.
- (b) Definition. A structure under this section shall be defined as any housing, capable of residential use or which otherwise would typically be considered an improvement on real property, which is in any manner attached or affixed to coastal public land and is not associated with the ownership of littoral property.
- (c) Criteria. The board may not:
- (1) grant any permit which would be in violation of the public policy of this state as expressed in these sections and regulations;
 - (2) grant more than one permit per person, immediate family, organization, company, or group; or
 - (3) grant any permit for dilapidated or derelict structures. This provision shall not prohibit the issuance of a new contract for a previously abandoned structure, provided that the permit holder agrees to rebuild or relocate the structure within one year of contract issuance.
- (d) Interest claim. Any person seeking to obtain an interest in a structure shall apply to the board for a permit. The application shall be accompanied by the appropriate fees, as set forth in §155.15 of this title (relating to Fees), and any documentation requested by the board.
- (e) Board approval. The board may approve, deny, or approve with qualifications an application for a permit. If an application is approved by the board, the appropriate contract forms and related materials shall be forwarded to the applicant for completion. The board may include in its approval any provisions deemed necessary to protect the state's interest in coastal public lands and the public welfare.
- (f) Renewal. The board may, at its discretion, renew a permit upon receipt of a renewal request and the required fees from the current permit holder if all previous contractual conditions have been met. The commissioner may approve a permit renewal request without board approval if the request is consistent with the criteria as set forth in subsection (c) of this section, provided that the permit holder has not made or proposed modifications to the permitted structure(s) that constitute major repairs other than a modification that reduces the dimensions of the structure(s). If the commissioner approves a renewal request, the appropriate contract forms and related materials shall be forwarded to the permittee for completion. The commissioner may include in his approval any provisions deemed necessary to protect the state's interest in coastal public lands and the public welfare.
- (g) Major repairs. Any action which alters the square footage of an existing permitted structure shall be considered a major repair and shall require prior approval from the board. The board may approve, deny, or approve with qualifications a request for major repairs to, or for the rebuilding of, a permitted structure. Examples of major repairs include, but are not limited to:
- (1) modification or renovation work which alters the dimensions of structures currently in existence;
 - (2) the addition of any structure to an existing permitted facility;
 - (3) the relocation of any structure or facility from its permitted location; or
 - (4) any activity requiring dredging or filling.
- (h) Minor repairs. Minor repairs may be made to a permitted structure without prior approval of the board. Minor repairs shall include routine repairs to existing docks, piers, and the structure, and other normal maintenance required to maintain a structure in a safe and secure manner but which does not alter the authorized dimensions. Examples of minor repairs include, but are not limited to:
- (1) replacement of tin or shingles on roofs, boards on floors, walls, walkways, or decks when the structural dimensions are not increased;
 - (2) replacement of pilings or other structural members that do not require dredging or filling;
 - (3) painting and maintenance activities; and
 - (4) addition of windows, doors, or rails to an existing structure.
- (i) Abandoned structures. Structures determined by the board to be abandoned may be removed from coastal public lands

or permitted to an interested party through a competitive bid process approved by the board. Structures may be considered abandoned if:

(1) no response is received to a notice posted on the structure citing the Act which requires board authorization for the structure, and containing a request that the interest holder contact the General Land Office (GLO) within a specified period of time;

(2) the interest holder in an unpermitted structure fails to complete the permit application process within 60 days after contact with the GLO has been made; or

(3) all reasonable attempts to contact a permit holder at the last known address have failed.

(j) Issuance of permits to new permit holders for structures determined to be abandoned or for which the permit was terminated by the board for cause. Structures determined by the board to be abandoned or for which the interest of the previous permit holder was terminated for cause may be permitted to an interested party through a competitive bid process approved by the board in accordance with this subsection.

(1) Nominations of structures for permitting. The board, GLO staff, or persons seeking to obtain an interest in a specific structure may nominate for permitting a structure determined by the board to be abandoned or for which the interest of the previous permit holder was terminated for cause. Nominated structures will be evaluated by GLO coastal leasing staff as to suitability for permitting, including consideration of such factors as location, impacts to natural resources, and condition of the structure. GLO staff may recommend relocation or rebuilding of a structure nominated for permitting.

(2) Advertising of availability of nominated structures for permitting. The board will set the terms and conditions upon which nominated structures will be offered for permitting. These terms will be advertised and bids taken.

(3) Competitive bids for permitting of nominated structures. Competitive bids may be received by the board. Anyone who notified the GLO, in writing, of a desire to obtain an interest in a particular nominated structure before the terms are advertised, will be furnished a bid package at least 10 business days prior to the date set for awarding of the permit for a nominated structure. Bid proposals for permits for nominated structures must specify and describe the design of the structure proposed and must be submitted with the prospective bidder's payment of his bid offer for the bonus payment and filing fee.

(4) Permit fees for nominated structures. The appropriate filing fee, bonus payment, new contract issuance fee, and annual fee for nominated structures will be determined as provided by §155.15 of this title (relating to Fees).

(5) Awards. After evaluation of all proposals, including consideration of such factors as the prospective bidder's compliance with the board's structure design guidelines and compliance history relating to structures on coastal public land, the board may award a permit for a nominated structure to the bidder submitting the proposal determined by the board to be in the best interests of the state.

(6) Improvements. Any structure to be constructed in accordance with a permit issued pursuant to this bid process is the property of the State of Texas, as provided in the Texas Natural Resources Code, §33.131.

(k) General provisions. Each permit issued by the board or commissioner shall be subject to the following general provisions.

(1) The permit number must be displayed on the structure in block numerals no less than 10 inches high. The numerals must be readily visible from the normal route of access and should be of a color that contrasts with the color of the structure. Decals, paint, or metal numerals may be used.

(2) All structures on coastal public lands shall be subject to inspection at any time by the board or its authorized representatives without prior notice to the permit holder.

(3) All structures shall be maintained in good repair and safe condition, and shall be kept in a clean and sanitary condition acceptable to the state.

(4) No domestic or wild animals of any type shall be permanently released upon state-owned islands. Domestic animals shall be prevented from disturbing nesting birds on state-owned islands.

(5) An applicant, by accepting a permit for a structure on coastal public land, agrees and consents to the following:

(A) to comply with all regulations which the board determines to be necessary and proper for the protection, conservation, and orderly development of coastal public lands;

(B) to indemnify the State of Texas against any and all liability for damage to life, person, or property arising from the permittee's occupation and use of the area covered by the interest granted; and

(C) to keep the commissioner of the GLO informed at all times of his or her current mailing address and telephone number.

(6) The approval of a structure permit by the board or commissioner grants exclusive rights to the permit holder for the permitted structure only, and does not prevent the board or commissioner from issuing other grants of interest for the same area or implementing specific land management practices at their discretion.

Source Note: The provisions of this §155.4 adopted to be effective March 15, 1989, 14 TexReg 1081; amended to be effective January 9, 2000, 25 TexReg 210; amended to be effective May 26, 2005, 30 TexReg 3020; amended to be effective September 11, 2005, 30 TexReg 5373; amended to be effective September 1, 2008, 33 TexReg 6947

Texas Administrative Code

TITLE 31
PART 4
CHAPTER 155
SUBCHAPTER A
RULE §155.15

NATURAL RESOURCES AND CONSERVATION
SCHOOL LAND BOARD
LAND RESOURCES
COASTAL PUBLIC LANDS
Fees

(a) General.

(1) Form of payment. Fees may be paid by cash, check or other legal means acceptable to the commissioner.

(2) Time for payment. Payment is generally required in advance of issuance of easements, permits, leases and other documents and/or delivery of services and/or materials by the General Land Office (GLO).

(3) Dishonor or nonpayment by other means. In the event a fee is not paid due to dishonor, nonpayment, or otherwise, the GLO shall have no further obligation to issue easements, permits, leases and other documents and/or provide services and/or materials to the grantee, permittee, lessee, or applicant.

(b) Board fees and charges. The board is authorized and required under the Texas Natural Resources Code, Chapter 33, to collect the fees and charges set forth in this subsection where applicable. The board will charge the following coastal lease and coastal easement fees for use of coastal public land, and will charge the following structure registration and permit fees. The board charge will be based on either the fixed fee schedule or the alternate commercial, industrial, residential, and public formulas as delineated in paragraph (1)(C) of this subsection. The greater of the fixed fee or formula rate will be charged except in the calculation of fees for residential use, Category II and residential use, Category III, where only the fixed rate method will be used. The board may adopt an escalation schedule that will allow for escalation of annual fees based on the term of a coastal lease or coastal easement.

(1) Rental and Fees.

(A) Structure registration. Structure registration fee is required for private piers or docks that are 100 feet long or less and 25 feet wide or less and require no dredging or filling, as authorized by the Texas Natural Resources Code, §33.115. Though board approval is not required for construction, the applicant must register the location of the structure. The registration is valid for the life of the structure.

(i) application fee: \$25 (per occurrence for new, amendment and assignment applications)

(ii) annual rent: none

(B) Coastal lease. The board may grant coastal leases for public purposes as prescribed by the Texas Natural Resources Code, §§33.103(1), 33.105 and 33.109. The application fee and annual rent shall be negotiable.

(C) The following tables list the rental fees for easements and permits on coastal public land.

(i) Residential Use, Category I.

[Attached Graphic](#)

(ii) Residential Use, Category II.

[Attached Graphic](#)

(iii) Residential Use, Category III.

[Attached Graphic](#)

(iv) Commercial and Industrial Activity.

[Attached Graphic](#)

(v) Structure (Cabin) Permits.

[Attached Graphic](#)

(2) Senior Rent Freeze. Upon application to the GLO and submission of proof of age by a grantee, fees for coastal easements associated with a single family residence will not be increased after the point in time when the littoral property owner (one person in the case of joint ownership) reaches the age of 65, unless the area of encumbered state land increases or there is a change in use of the coastal public land.

(3) Resource Impact Fee.

(A) Public use projects and Residential Use, Category I projects constructed within guidelines: exempt

(B) All others: \$100 plus \$1.00 per square foot of impacted area

(4) New Dredge Rent. A one time rental fee due upon completion of the initial dredging for a new project. The board may consider reduced new dredge rent on a case by case basis when the material is used for habitat creation, restoration, and enhancement projects, or when it is in the public interest to do so.

(5) Term. The term for all coastal leases and coastal easements is negotiable. Board approval is required prior to construction.

(6) Rental adjustments--all commercial and industrial easements. At every five-year interval in the term of commercial

and industrial easements, the rental fee for the easement will be subject to adjustment. The adjustment, if any, will be in accordance with the then current Fee Schedule as adopted by the board.

(7) Implementation.

(A) New residential developments. Upon the application for an easement associated with the development of a multi-unit or single-family residential project, the easement application will be processed and fee determined according to the appropriate commercial activity rate. Upon the sale of an individual residential unit associated with the easement, with sufficient infrastructure in place to convert use of the unit to individual use (and use of associated easement to private activity), the original easement applicant, upon agreement with the commissioner of the GLO, may pay a \$50 conversion fee. The easement fee may then be reduced by the percentage that the sold unit represented to the total number of units associated with the easement. At the time the conversion fee is paid under the provisions herein, the unit will then be considered to be subject to the residential activity rates upon renewal of the easement. For units already sold prior to the effective date of this section, conversion to a residential activity rate will be granted without the payment of the conversion fee.

(B) Additional terms. The commissioner of the GLO may require, as a condition for the granting of an easement set forth in this section, such additional terms that he feels are necessary to secure performance under any such easement.

Source Note: The provisions of this §155.15 adopted to be effective December 1, 1995, 20 TexReg 9577; amended to be effective March 20, 1997, 22 TexReg 2619; amended to be effective May 26, 2005, 30 TexReg 3020; amended to be effective September 1, 2008, 33 TexReg 6947; amended to be effective November 14, 2010, 35 TexReg 9915; amended to be effective February 3, 2013, 38 TexReg 382